

Oct. 19. 2018 3:08PM

No. 2894 P. 1/2

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Randall T. Drain Sr.

Debtor

CHAPTER 13

Toyota Lease Trust

Movant

NO. 18-11845 ELP

vs.

Randall T. Drain Sr.

Debtor(s)

11 U.S.C. Section 362

William C. Miller Esq.

Trustee

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the loan held by the Movant on the Debtor's vehicle is \$1,300.32, which breaks down as follows:

Post-Petition Payments:	July 25, 2018 to September 25, 2018 at \$464.40/month
Suspense Balance:	\$92.88
Total Post-Petition Arrears:	\$1,300.32

2. The Debtor(s) shall cure said arrearages in the following manner:

a). Beginning on October 25, 2018 and continuing through March 25, 2019, until the arrearages are cured, Debtor(s) shall pay the present regular monthly payment of \$464.40 on the vehicle (or as adjusted pursuant to the terms of the vehicle) on or before the twenty-fifth (25th) day of each month, plus an installment payment of \$216.72 towards the arrearages on or before the last day of each month at the address below:

TMCC
P.O. Box 5855
Carol Stream, IL 60197-2855

- b). Maintenance of current monthly vehicle payments to the Movant thereafter.

3. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtor(s) and Debtor's attorney of the default in

Oct. 19. 2018 3:09PM

No. 2894 P. 2/2

writing and the Debtor may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.

5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

6. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the vehicle and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: October 9, 2018

By: Kevin G. McDonald, Esquire
Attorney for Movant

Date: 10/22/18

Michael A. Cibik, Esquire
Attorney for Debtor

Randall Drain
RANDALL DRAIN

Date: 10/22/18

William C. Miller, Esquire
Chapter 13 Trustee

NO OBJECTION
without prejudice to any
trustee rights or remedies.

Approved by the Court this _____ day of _____, 2018. However, the court retains discretion regarding entry of any further order.

Bankruptcy Judge
Eric L. Frank

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

Randall T. Drain Sr. <div style="text-align: right;"><u>Debtor</u></div>		CHAPTER 13
Toyota Lease Trust <div style="text-align: right;"><u>Movant</u></div>		
vs. Randall T. Drain Sr. <div style="text-align: right;"><u>Debtor(s)</u></div>		NO. 18-11845 ELF
William C. Miller Esq. <div style="text-align: right;"><u>Trustee</u></div>		11 U.S.C. Section 362

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the loan held by the Movant on the Debtor's vehicle is **\$1,300.32**, which breaks down as follows;

Post-Petition Payments:	July 25, 2018 to September 25, 2018 at \$464.40/month
Suspense Balance:	\$92.88
Total Post-Petition Arrears	\$1,300.32

2. The Debtor(s) shall cure said arrearages in the following manner;

a). Beginning on October 25, 2018 and continuing through March 25, 2019, until the arrearages are cured, Debtor(s) shall pay the present regular monthly payment of **\$464.40** on the vehicle (or as adjusted pursuant to the terms of the vehicle) on or before the twenty-fifth (25th) day of each month, plus an installment payment of **\$216.72** towards the arrearages on or before the last day of each month at the address below;

TMCC
P.O. Box 5855
Carol Stream, IL 60197-5855

b). Maintenance of current monthly vehicle payments to the Movant thereafter.

3. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtor(s) and Debtor's attorney of the default in

writing and the Debtor may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.

5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

6. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the vehicle and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: October 9, 2018

By: /s/ Kevin G. McDonald, Esquire
Attorney for Movant

Date: _____

Michael A. Cibik, Esquire
Attorney for Debtor

Date: _____

William C. Miller, Esquire
Chapter 13 Trustee

Approved by the Court this 25th day of October, 2018. However, the court retains discretion regarding entry of any further order



Bankruptcy Judge
Eric L. Frank